27

28

(Case No. 09-14828); Geronimo Plumbing LLC (Case No. 09-14820); Glynda, LP (Case No. 09-14865); Gung-Ho

Concrete LLC (Case No. 09-14822); Heritage Land Company, LLC (Case No. 09-14778); Jackknife, LP (Case No. 09-14860); Jarupa, LLC (Case No. 09-14839); Overflow, LP (Case No. 09-14856); Parcel 20, LLC (Case No. 09-14848);

Pinnacle Grading, LLC (Case No. 09-14887); Rhodes Arizona Properties, LLC (Case No. 09-14868); Rhodes Homes Arizona, L.L.C. (Case No. 09-14882); Rhodes Design and Development Corporation (Case No. 09-14846); Rhodes

Ranch General Partnership (Case No. 09-14844); Rhodes Ranch Golf Country Club, LLC (Case No. 09-14854); Rhodes Realty, Inc. (Case No. 09-14841); The Rhodes Companies, LLC (Case No. 09-14814); Six Feathers Holdings, LLC

All Debtors Affects the following Debtor(s) Rhodes Design and Development Hearing Time: 9:30 a.m. Courtroom 1	Debtors.	
Corp.; Pinnacle Grading, LLC; Rhodes Homes Arizona, LLC	All Debtors  Affects the following Debtor(s) Rhodes Design and Development Corp.; Pinnacle Grading, LLC;	

INTERIM ORDER UNDER SECTION 366 OF THE BANKRUPTCY CODE (A)
PROHIBITING UTILITY PROVIDERS FROM ALTERING, REFUSING OR
DISCONTINUING SERVICE, (B) DEEMING UTILITIES ADEQUATELY ASSURED OF
FUTURE PERFORMANCE, AND (C) ESTABLISHING PROCEDURES FOR
DETERMINING ADEQUATE ASSURANCE OF PAYMENT

This matter came before the Court on the *Motion of the Debtors for an Order Under Section 366 of the Bankruptcy Code (a) Prohibiting Utility Providers From Altering, Refusing or Discontinuing Service, (b) Deeming Utilities Adequately Assured of Future Performance, and (c) Establishing Procedures for Determining Adequate Assurance of Payment* (the "Motion"). Notice of the hearing on the motion having been provided by the above-captioned debtors and debtors in possession (the "Debtors") upon each Utility Provider set forth in Exhibit A attached hereto and other interested parties. The Court finds that the relief requested in the Motion is in the best interest of the Debtors, their estates and creditors and other parties in interest and that, in light of the record of the hearing on the Motion, the proposed Utility Deposits to Utility Providers listed in Exhibit A attached hereto and the Procedures provided for by the Motion constitute adequate assurance of payment of the Utility Providers for their postpetition services. After due deliberation thereon and sufficient cause appearing therefor and due and adequate notice of the Motion having been given under the circumstances; and it appearing that the requirements of Rule 6003 of the Federal Rules of

<sup>(</sup>Case No. 09-14833); Tick, LP (Case No. 09-14866); Tribes Holdings, LLC (Case No. 09-14817); Tuscany Acquisitions, LLC (Case No. 09-14853); Tuscany Acquisitions II, LLC (Case No. 09-14852); Tuscany Acquisitions III, LLC (Case No. 09-14850); Tuscany Acquisitions IV, LLC (Case No. 09-14849); Tuscany Golf Country Club, LLC (Case No. 09-14884) and Wallboard, LP (Case No. 09-14858)

Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Motion.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Bankruptcy Procedure have been satisfied; and after due deliberation and cause appearing therefor; it is hereby

## ORDERED, ADJUDGED AND DECREED THAT:

- 1. The Motion is GRANTED, as stated herein, on an interim basis pending a final hearing (the "Final Hearing") thereon, which is hereby scheduled for 1:30 p.m. on May 15, 2009.
- 2. Nevada Power Company d/b/a NV Energy ("NV Energy") is not subject to the terms of this Order.
- 3. Within ten (10) days after the date of entry of this Order, the Debtors shall furnish the Utility Providers listed in Exhibit A attached hereto with adequate assurance of payment for postpetition date services by making a deposit equal to 50% of the Debtors' estimated cost of its postpetition monthly utility consumption (a "Utility Deposit"), as shown in Exhibit A attached hereto, to each Utility Provider for the purpose of providing such Utility Provider with adequate assurance of payment of its postpetition date services to the Debtors.
- 4. Except in accordance with the procedures set forth below, absent further order of the Court, each Utility Provider is prohibited from (a) altering, refusing or discontinuing service to, or discriminating against the Debtors solely on the basis of the commencement of these cases or on account of any unpaid invoice for services provided before the Petition Date and (b) requiring the payment of any additional deposit or other security in connection with the Utility Providers' continued provision of utility services (the "Utility Services"), including the furnishing of water and sanitation, telephone, gas, electricity and mobile phone services, or any other utility service of like kind to the Debtors.

## The Procedures

5. If a Utility Provider is not satisfied with the assurance of future payment provided by the Debtors in the Motion pursuant to the proposed Utility Deposit, then the Utility Provider must

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1

2

3

4

5

serve an objection (the "Objection") upon the Debtors setting forth the location(s) for which Utility Services are provided, the account number(s) for such location(s), and the outstanding balance for each account.

- 6. The Objection must be actually received by (a) the Debtors' counsel, Shirley S. Cho, Esquire, Pachulski Stang Ziehl & Jones LLP, 10100 Santa Monica Blvd., Suite 1100, Los Angeles, California 90067; (b) the Debtors' Nevada counsel, Zachariah Larson, Esq., Larson & Stephens, 810 S. Casino Center Blvd., Suite. 104, Las Vegas, NV 89101; and (c) counsel to the First Lien Steering Committee, Philip C. Dublin, Esq., One Bryant Park, New York, New York 10036, within forty-five (45) days of the date of the interim order granting this Motion (the "Objection Deadline").
- 7. Without further order of the Court, with the Consent of the First Lien Steering Committee, the Debtors may enter into agreements granting additional adequate assurance to a Utility Provider serving a timely Objection, if the Debtors in their discretion, and with the Consent of the First Lien Steering Committee, determine that the Objection is reasonable.
- 8. If the Debtors or the First Lien Steering Committee believe that an Objection is unreasonable, or if the Utility Provider filing the Objection (the "Objecting Utility Provider") is unable to reach an agreement with the Debtors, within ten (10) days after the Objection Deadline date the Debtors, the First Lien Steering Committee or the Objecting Utility Provider shall file a motion pursuant to section 366(c)(2) of the Bankruptcy Code (a "Determination Motion"), to be heard at the next scheduled omnibus hearing date, seeking a determination from the Court that the Utility Deposit paid to the Objecting Utility Provider, plus any additional consideration offered by the Debtors, constitute adequate assurance of payment. Pending notice and a hearing on the Determination Motion, the Objecting Utility Provider may not alter, refuse, or discontinue services to the Debtors, nor exercise any set off against Utility Deposit.

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

	9.	Any Utility Provider that fails to make a timely Objection shall be deemed to be
satisf	ied that t	the Utility Deposit constitutes adequate assurance of payment for purposes of section
366 o	f the Ba	nkruptcy Code.

10. The Debtors may supplement the lists of Utility Providers on Exhibit A attached hereto. If the Debtors supplement the lists subsequent to the filing of this Motion, the Debtors will serve a copy of the Motion and this Order on any Utility Provider that is added to the list by such a supplement (the "Supplemental Service"). In addition, the Debtors will provide a Utility Deposit in the amount of 50% of the estimated cost of monthly utility consumption for any Utility Provider added to Exhibit A attached hereto. Any subsequently added Utility Provider set forth on a supplement to Exhibit A attached hereto will fall within the scope of this Order from the date of the filing of the supplemental Exhibit A. Such an added Utility Provider shall have thirty (30) days from the date of service of the Motion and the Order to make an Objection. If such Objection is made, the Debtors, the First Lien Steering Committee and the Utility Provider making the Objection shall be bound by the Procedures set forth herein, as applicable.

## Other Provisions

- 11. The Debtors may terminate the services of any Utility Provider by providing written notice (a "Termination Notice"). Upon receipt of a Termination Notice by a Utility Provider, the Utility Provider shall immediately refund any Utility Deposit to the Debtors, without giving effect to any rights of setoff or any claims the Utility Provider may assert against the Debtors with respect to the Utility Deposit.
- Nothing in this order shall be deemed to vacate or modify any other restrictions on 12. the termination of service by a Utility Provider as provided by sections 362 and 365 of the

Bankruptcy Code or other applicable law. Nothing herein or in the Motion shall constitute
postpetition assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy
Code, nor shall anything herein be deemed a waiver by the Debtors or any other party of any rights
with respect to the assumption or rejection of an executory contract.

1	APPROVED AS TO FORM AND CONTENT:
2	DATED this 17th day of April 2009.
3	By:/s/Kirby C. Gruchow, Jr. LEACH JOHNSON SONG & GRUCHOW
4	5495 South Rainbow Blvd., Ste. 202
5	Las Vegas, NV 89118 Counsel for Nevada Power Company
6	
7	Cubmitted by
8	Submitted by: DATED this 17th day of Aril 2009.
9	By: /s/Zachariah Larson
0	LARSON & STEPHENS Zachariah Larson, Esq. (NV Bar No 7787)
1	Kyle O. Stephens, Esq. (NV Bar No. 7928) 810 S. Casino Center Blvd., Ste. 104
2	Las Vegas, NV 89101
3	(702) 382-1170 (Telephone) (702) 382-1169
4	zlarson@lslawnv.com Proposed Attorney for Debtors
5	Troposed Line (no.) yer zeele.
6	
7	
8	
9	
	II .

By: UNITED STAKES TRUSTEE
August Landis
Office of the United States Trustee
300 Las Vegas Blvd. S., Ste. 4300
Las Vegas, NV 89101

Entity Served	Vendor Name	Street Address	City	State	diz	Account	Description	Six Month Average Bill	
Pinnacle Grading, LLC	Arizona Public Services	400 N Sth St	Phoenix	47	85072	0007000			
Pinnacle Grading, LLC	City of Flagstaff	211 W Aspen Ave	Flagstaff	A7	86001	98406-263390	ואיייייייייייייייייייייייייייייייייייי	320	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	₹ ≩	00000	36406-263290	Water	324	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	80000	050407054	Water	21	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430294942	Water	15	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430287152	Water	17 12	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	ž	89009	430287150	Water	21	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430287148	Water	22	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430287146	Water	1 %	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	Š	89009	430301632	Water	13	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	ž	89009	430291846	Water	29	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	ş	89009	430291834	Water	1	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	ž	89009	430291832	Water	1 =	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	ž	89009	430330084	Water	12	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	Š	89009	430272544	Water	44	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	N	89009	430246126	Water	12	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430298986	Water	11	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	N	89009	430326442	Water	15	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430344238	Water	80	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	N	89009	430198762	Water	102	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	N	89009	430237802	Water	200	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	ž	89009	430298990	Water	2 2	
Rhodes Design & Development Corp.	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430243070	Water	# ex	
Tuscany Golf Country Club	City of Henderson Utility Serv	240 Water St	Henderon	Š	89009	430221486	Water	3 4	
Tuscany Golf Country Club	City of Henderson Utility Serv	240 Water St	Henderon	2	89009	430039052	Water	3.718	
Tuscany Golf Country Club	City of Henderson Utility Serv	240 Water St	Henderon	Ş	89009	430052894	Water	11,209	
Tuscany Golf Country Club	City of Henderson Utility Serv	240 Water St	Henderon	Š	89009	430108180	Water	91	
Pinnacle Grading, LLC	City of Kingman	31 N 4th St	Kingman	AZ	86401	69118-37433	Water	200	
Pinnacle Grading, LLC	City of Kingman	31 N 4th St	Kingman	AZ	86401	69118-37427	Water	200	
Pinnacle Grading, LLC	City of Kingman	31 N 4th St	Kingman	AZ	86401	78216-24221	Water	2.848	
Rhodes Design & Development Corp.	Cox Communications	121 S Martin Kuther King Blvd	Las Vegas	>	89106	0018610087493102	Cable	OE	
Rhodes Design & Development Corp.	Cox Communications	121 S Martin Kuther King Blvd	Las Vegas	Š	89106	0018610114089901	Cable	08	
Rhodes Design & Development Corp.	Cox Communications	121 S Martin Kuther King Blvd	Las Vegas	ž	89106	114089901	Cable	119	
Rhodes Design & Development Corp.	Cox Communications	121 S Martin Kuther King Blvd	Las Vegas	ž	89106	87493102	Cable	51	
Rhodes Design & Development Corp.	Embarq	2340 E Tropicana	Las Vegas	2	89119	7025970063348	Telephone	298	
Rhodes Design & Development Corp.	Embarq	2340 E Tropicana	Las Vegas	2	89119	7028735582457	Telephone	135	
Rhodes Design & Development Corp.	Embarq	2340 E Tropicana	Las Vegas	ž	89119	7026563603835	Telephone	41	
Rhodes Design & Development Corp.	Embarq	2340 E Tropicana	Las Vegas	ž	89119	1003326804	Telephone	10	
Rhodes Design & Development Corp.	Embarq	2340 E Tropicana	Las Vegas	ž	89119	7022207953369	Telephone	199	
Rhodes Design & Development Corp.	Embarq	2340 E Tropicana	Las Vegas	ž	89119	7027404111886	Telephone	228	
Rhodes Design & Development Corp.	Embarq	2340 E Tropicana	Las Vegas	N	89119	7028737287478	Telephone	443	
Rhodes Design & Development Corp.	Embard	2340 E Tropicana	Las Vegas	2	89119	7028959499667	Telephone	136	
Pinnacle Grading, LLC	Frontier Communications	313 S Aztec	Golden Valley	ΑZ	86413	928-565-5003-031407-5	Telephone	909	
Rhodes Homes Arizona, LLC	Frontier Communications	313 S Aztec	Golden Valley	ΑZ	86413	10508782	Internet Service	583	
Pinnacle Grading, LLC	NPG Cable	2585 Miracle Mile #101	<b>Bullhead City</b>	AZ	86442	02637007	Cable	49	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	ž	89146	2168778	Electric	175	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	2	89146	2168779	Electric	142	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	2	89146	2000401	Electric	273	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	ž	89146	2168780	Electric	300	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	ž	89146	2036885	Electric	74	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	2	89146	2173043	Electric	53	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	ş	89146	2036883	Electric	73	
Rhodes Design & Development Corp.	NV Energy	6226 W Sahara	Las Vegas	2	89146	2036881	Electric	64	

Page 1 of Exhibit A

73203-001\DOCS\_LA:200241v1

Page 3 of Exhibit A

Average Monthly Utility Payment Required Deposit at 50%

Entity Served	Vendor Name	Street Address	Č	State	Zip	Account	Description	Civ Month Assessed Bill
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7705892	Gae	Six Month Average on
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7545635	Gas	10
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	6867717	Gas	C 7 00
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	6867736	Gas	3 2
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7689777	Gas	ο σ
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7789096	Gas	22
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	ž	89103	7826868	Gas	2 2
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7826938	Gas	σ
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	ž	89103	7826126	Gas	. 12
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7823791	Gas	23
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	ž	89103	7262139	Gas	: E
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7689104	Gas	1 0
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	N	89103	7697754	Gas	
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	N	89103	7806598	Gas	n on
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	N	89103	7627576	Gas	52
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	N	89103	7623561	Gas	30
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	ž	89103	7787423	Gas	17
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	ž	89103	7787438	Gas	80
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	Š	89103	7787442	Gas	55
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7682183	Gas	17
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	N	89103	7682197	Gas	17
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7833379	Gas	. 60
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7106352	Gas	36
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7372652	Gas	29
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7689123	Gas	9
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	2	89103	7706503	Gas	. 61
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	Š	89103	7690526	Gas	13
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	ž	89103	7690531	Gas	100
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	N	89103	7379077	Gas	01
Rhodes Design & Development Corp.	Southwest Gas Corp	4300 W Tropicana	Las Vegas	ž	89103	5948225	Gas	114
Rhodes Design & Development Corp.	Sprint PCS	3862 W Sahara	Las Vegas	ş	89102	378959814	Telephone	517
Rhodes Design & Development Corp.	Sprint PCS	3862 W Sahara	Las Vegas	2	89102	527229818	Telephone	7.415
Pinnacle Grading, LLC	UniSource Energy Service	1201 S Plaza Way	Flagstaff	AZ	86001	7340820000	Gas	. 9
Pinnacle Grading, LLC	UniSource Energy Service	1201 S Plaza Way	Flagstaff	AZ	86001	8097620000	Gas	61
Pinnacie Grading, LLC	UniSource Energy Service	1201 S Plaza Way	Flagstaff	ΑZ	86001	7769710000	Electric	80
Pinnacie Grading, LLC	UniSource Energy Service	1201 S Plaza Way	Flagstaff	ΑZ	86001	4790120000	Electric	77
Rhodes Homes Arizona, LLC	UniSource Energy Services	1201 S Plaza Way	Flagstaff	ΑZ	86001 Ga	Garnet Rd Line Ext.	Electric	1,520
Knodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	ΑZ	86001	0084810000	Electric	112
Rhodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	AZ	86001	1924810000	Electric	4,692
Rhodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	AZ	86001	2729110000	Electric	. 41
Rhodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	AZ	86001	3892424945	Electric	. 00
Rhodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	YZ	86001	4028200000	Electric	89
Rhodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	ΑZ	86001	4632700000	Electric	57
Rhodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	AZ	86001	6461320000	Electric	527
Khodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	AZ	86001	8504010000	Electric	61
Khodes Homes Arizona, LLC	UniSource Energy Services-Elec	1201 S Plaza Way	Flagstaff	AZ	86001	8940000000	Electric	108